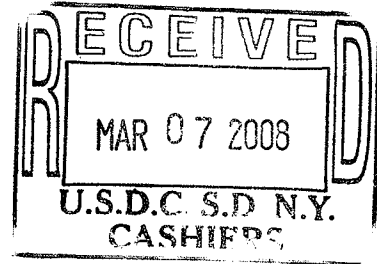


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Robert V. Corbett (RC 2650)

08 CV 02376



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
MARTRADE SHIPPING & TRANSPORT GMBH, :

Plaintiff, :

-against- :

PANYU CHU KONG STEEL PIPE CO., LTD., :

Defendant. :  
-----X

ECF

VERIFIED COMPLAINT

Plaintiff, MARTRADE SHIPPING & TRANSPORT GMBH,  
(hereinafter referred to as "Martrade"), by and through its  
attorneys, Cardillo & Corbett, as and for its Verified  
Complaint against the Defendant, PANYU CHU KONG STEEL PIPE CO.,  
LTD., (hereinafter referred to as "Panyu"), alleges, upon  
information and belief, as follows:

JURISDICTION

1. This is an admiralty and maritime claim within  
the meaning of Rule 9(h) of the Federal Rules of Civil  
Procedure and 28 United States Code § 1333.

THE PARTIES

2. At all times material to this action, Martrade  
was, and still is, a foreign company duly organized and

existing under the laws of Germany with an address at Jan-Wallem-Platz, 3 40212 Dusseldorf, Germany.

3. Martrade is an operator of sea going vessels and is engaged in the carriage of bulk cargoes by sea.

4. Upon information and belief, Panyu was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of the laws of a foreign country with an address at Shiji Town, Panyu District, Guangzhou City, P.R. China.

PANYU'S BREACH OF CONTRACT

5. On November 24, 2006 Martrade, as Owners and Panyu, as Charterers, entered into a voyage charter party whereby Martrade agreed to carry a cargo of steel pipe in bulk aboard the M/V AGIOS NEKTARIOS (the "Vessel") from one safe berth in Huangpu, China, to one safe berth in Mundra, India (the "Charter Party").

6. The Charter Party provided that the total amount of time allowed to charterers for loading and discharge was 7 days. It further provided demurrage/detention at the rate of \$28,000 per day if the total laytime used exceeded 7 days.

7. The time used for loading and discharge exceeded the allowed laytime and the Vessel incurred demurrage and/or detention in the amount of \$90,027.78.

LONDON ARBITRATION

8. Martrade's claim for demurrage and/or detention against Panyu are subject to arbitration in London governed by English law pursuant to the terms of the Charter Party, and Martrade reserves its right to demand arbitration in London.

MARTRADE'S CLAIMS

9. Interest costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, if and when the matter is brought to arbitration in London, Martrade expects to recover the following amounts from Panyu:

A. Principal claim:	\$90,027.78
B. Interest, arbitration fees and attorneys' fees:	\$27,000.00
Total:	\$117,027.78

PANYU NOT FOUND WITHIN THE DISTRICT

10. Panyu cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Panyu has, or will have during the pendency of this action, property within this District and subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to, ABN Amro Bank NV, American Express Bank, Banco

Popular, Bank Leumi, Bank of America, Bank of China, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Calyon, Citibank, Commerzbank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, Societe Generale, UBS AG and/or Wachovia Bank, which are believed to be due and owing to Panyu.

11. Martrade seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of Panyu held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over Panyu, and to secure Martrade's claims as described above.

**WHEREFORE**, Martrade prays:

A. That process in due form of law issue against Panyu, citing it to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That since Panyu cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the

Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including, but not limited to, ABN Amro Bank NV, American Express Bank, Banco Popular, Bank Leumi, Bank of America, Bank of China, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Calyon, Citibank, Commerzbank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, Societe Generale, UBS AG and/or Wachovia Bank, which are due and owing to Panyu, in the amount of \$117,027.78 to secure Martrade's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Rule B answer the matters alleged in the Complaint;

C. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

D. That Martrade have such other, further and

different relief as the Court may deem just and proper.

Dated: New York, New York  
March 6, 2008

CARDILLO & CORBETT  
Attorneys for Plaintiff  
MARTRADE SHIPPING & TRANSPORT GMBH

By: 

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ATTORNEY'S VERIFICATION

State of New York )  
 ) ss.:  
County of New York)

1. My name is Robert V. Corbett.

2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.

3. I am a partner in the firm of Cardillo & Corbett, attorneys for the Plaintiff.

4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.

5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.

6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Robert v. Corbett

Sworn to this 6<sup>th</sup> day  
of March, 2008

of March, 2008

Tulin R. Priest

**TULIO R. PRIETO**  
**Notary Public, State of New York**  
 No. 02PR6070011  
 Qualified in Richmond County  
 Certificate Filed in New York County  
 Commission Expires February 19, 2016